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Electronically Filed July 31, 2020

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re

RED ROSE, INC.,

RED ROSE, INC.,

- Affects Beachhead Roofing and Supply, Inc.
- Affects California Equipment Leasing Association, Inc.
- Affects Fences 4 America, Inc.
- Affects James Petersen Industries, Inc.
- Affects PD Solar, Inc.
- Affects Petersen Roofing and Solar LLC
- Affects Petersen-Dean, Inc.
- Affects PetersenDean Hawaii LLC
- Affects PetersenDean Roofing and Solar Systems, Inc.
- Affects PetersenDean Texas, Inc.
- Affects Red Rose, Inc.
- Affects Roofs 4 America, Inc.
- Affects Solar 4 America, Inc.
- Affects Sonoma Roofing Services, Inc.
- Affects TD Venture Fund, LLC
- Affects Tri-Valley Supply, Inc.
- Affects All Debtors

Case No. BK-S-20-12814-mkn

Jointly Administered with

Case No. BK-S-20-12815-mkn
Case No. BK-S-20-12816-mkn
Case No. BK-S-20-12818-mkn
Case No. BK-S-20-12819-mkn
Case No. BK-S-20-12820-mkn
Case No. BK-S-20-12821-mkn
Case No. BK-S-20-12822-mkn
Case No. BK-S-20-12823-mkn
Case No. BK-S-20-12824-mkn
Case No. BK-S-20-12825-mkn
Case No. BK-S-20-12826-mkn
Case No. BK-S-20-12827-mkn
Case No. BK-S-20-12829-mkn
Case No. BK-S-20-12831-mkn
Case No. BK-S-20-12833-mkn

Chapter 11

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on the 31st day of July 2020, the Court entered the following Order:

Final Order (I) Authorizing The Use Of Cash Collateral Pursuant To Section 363 Of The Bankruptcy Code, (II) Granting Adequate Protection Pursuant To Sections 361, 362, And 363 Of The Bankruptcy Code, (III) Granting Liens And Superpriority Claims, And (IV) Modifying The

1 *Automatic Stay, And (V) Scheduling A Final Hearing [ECF No. 601].*

2 A copy of the above-referenced order is attached hereto.

3 Dated this 31st day of July 2020.

4 **FOX ROTHSCHILD LLP**

5 By: /s/Brett A. Axelrod

6 BRETT A. AXELROD, ESQ.

7 Nevada Bar No. 5859

8 1980 Festival Plaza Drive, Suite 700

9 Las Vegas, Nevada 89135

10 *Counsel for Debtors*

IT IS FURTHER ORDERED that to avoid immediate and irreparable harm, Local Rule 9021(b) is waived.

Honorable Mike K. Nakagawa
United States Bankruptcy Judge



3

4 Entered on Docket
July 31, 2020

5

6 BRETT A. AXELROD, ESQ.

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Counsel for Borrowing Debtors

11 **UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

12 In re

13 RED ROSE, INC.,

- Affects Beachhead Roofing and Supply, Inc.
- Affects California Equipment Leasing Association, Inc.
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Case No. BK-S-20-12818-mkn

Case No. BK-S-20-12819-mkn

Case No. BK-S-20-12820-mkn

Case No. BK-S-20-12821-mkn

Case No. BK-S-20-12822-mkn

Case No. BK-S-20-12823-mkn

Case No. BK-S-20-12824-mkn

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Case No. BK-S-20-12826-mkn

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Case No. BK-S-20-12829-mkn

Case No. BK-S-20-12831-mkn

Case No. BK-S-20-12833-mkn

Chapter 11

FINAL ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE, (II) GRANTING ADEQUATE PROTECTION PURSUANT TO SECTIONS 361, 362, AND 363 OF THE BANKRUPTCY CODE, (III) GRANTING LIENS AND SUPERPRIORITY CLAIMS, AND (IV) MODIFYING THE AUTOMATIC STAY, AND (V) SCHEDULING A FINAL HEARING

Hearing Date: July 29, 2020

Hearing Time: 10:30 a.m.

1 The Court, having reviewed and considered those certain Motions for Interim and Final Orders
 2 Pursuant to 11 U.S.C. §§ 361, 362, 363, and 552 and Fed. R. Bankr. P. 4001(b) and 4001(d): (I)
 3 Determining Extent of Cash Collateral; (II) Authorizing Borrowing Debtors to Use Cash and Provide
 4 Adequate Protection; (III) Granting Related Relief; and (IV) Scheduling Final Hearing filed in the
 5 above-captioned bankruptcy cases (collectively, the “Motion”) ¹ filed by each of California
 6 Equipment Leasing Association, Inc.; Fences4America, Inc.; PD Solar, Inc.; Petersen-Dean, Inc.;
 7 PetersenDean Hawaii LLC; PetersenDean Roofing and Solar Systems, Inc.; PetersenDean Texas, Inc.;
 8 Red Rose, Inc.; Roofs4America, Inc.; Solar4America, Inc.; Sonoma Roofing Services, Inc.; and Tri-
 9 Valley Supply, Inc. (each such Debtor the “Borrowing Debtor” with respect to its own chapter 11 case
 10 (“Chapter 11 Case”) and collectively, the “Borrowing Debtors”), in their collective chapter 11 cases
 11 (“Chapter 11 Cases”) requesting entry of an interim order (the “Interim Order”) and a final order (the
 12 “Final Order”) pursuant to sections 361, 362, 363, 503 and 507 of title 11 of the United States Code,
 13 §§ 101 *et. seq.* (the “Bankruptcy Code”), Rules 2002, 4001(b) and 4001(d) of the Federal Rules of
 14 Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 4001(b) and 4001(c) of the Local Rules
 15 for the U.S. Bankruptcy Court, District of Nevada (“Local Rules”) among other things authorizing
 16 and approving Borrowing Debtors’ use of the cash collateral as defined in the Bankruptcy Code (“Pre-
 17 Petition Lender’s Cash Collateral”) of ACF Finco I LP (the “Pre-Petition Lender”); and it appearing
 18 that the final relief provided herein is in the best interests of Borrowing Debtors’ estates, their creditors
 19 and all other parties in interest; and the Court having jurisdiction to consider the Motion and the relief
 20 requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the
 21 relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being
 22 proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed and
 23

24 ¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the *Secured Creditor ACF FinCo I, LP’s Initial Opposition to Emergency First Day Motion for Interim and Final Orders Pursuant to 11 U.S.C. §§ 361, 362, 363, 552 and Fed. R. Bankr. P. 4001(b) and 4001(d)*: (i) *Determining Extent of Cash Collateral*; (ii) *Authorizing Borrowing Debtors to Use Cash Collateral and Provide Adequate Protection*; (iii) *Granting Related Relief*; and (iv) *Scheduling Final Hearing or the Declaration of Andres Pinter in Support of Secured Creditor ACF FinCo I, LP’s Initial Opposition to Emergency First Day Motion for Interim and Final Orders Pursuant to 11 U.S.C. §§ 361, 362, 363, 552 and Fed. R. Bankr. P. 4001(b) and 4001(d)*: (i) *Determining Extent of Cash Collateral*; (ii) *Authorizing Borrowing Debtors to Use Cash Collateral and Provide Adequate Protection*; (iii) *Granting Related Relief*; and (iv) *Scheduling Final Hearing*.

1 considered all other pleadings and evidence submitted by the parties in connection with the Motion;
 2 and due and proper notice of the Motion having been provided; and it appearing that no other or
 3 further notice need be provided; and the Court having determined that the legal and factual grounds
 4 set forth in the Motion establish just cause for the relief granted herein; and the Court having
 5 considered the oral arguments of counsel at the hearings held on June 17, 2020 and July 29, 2020; and
 6 the Court having made findings of fact and conclusions of law on the record, which (to the extent not
 7 expressly set forth below) are incorporated herein pursuant to Rule 52 of the Federal Rules of Civil
 8 Procedure, made applicable to these proceedings by Bankruptcy Rule 7052; and good and sufficient
 9 cause appearing therefor,

10 **IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED that:**

11 A. Pursuant to that certain *Loan and Security Agreement* (the “Loan Agreement”), dated
 12 June 29, 2017, the Pre-Petition Lender extended loans to Borrowing Debtors under a revolving credit
 13 facility at an aggregate principal sum of no greater than \$30MM (the “Revolving Credit Note”).

14 B. The Loan Agreement, among other things, granted the Pre-Petition Lender a security
 15 interest in all of Borrowing Debtors’ personal property wherever located and whether owned on the
 16 Effective Date of the Loan Agreement or thereafter acquired in order to secure Borrowing Debtors’
 17 obligations under the Loan Agreement (the “Pre-Petition Collateral”), including, but not limited to
 18 (and specifically including all accessions to, substitutions for and all replacements, products and cash
 19 and non-cash proceeds of all of the following): all cash, Money (as defined in Section 1-201(24) of
 20 the UCC), Accessions, Accounts (including without limitation all Receivables and unearned
 21 premiums with respect to insurance policies insuring any of the Collateral and claims against any
 22 Person for loss of, damage to, or destruction of any or all of the Collateral), Certificates of Title,
 23 Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, General
 24 Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-Of- Credit Rights, and
 25 Proceeds.

26 C. Borrowing Debtors’ obligations to the Pre-Petition Lender are further secured by that
 27 certain *Collection Account Agreement*, dated June 16, 2017, entered into between Borrowing Debtor
 28 Petersen-Dean, Inc., the Pre-Petition Lender and Wells Fargo Bank, National Association (the

1 “Bank”), which sets forth certain rights and obligations of the parties thereto with respect to the
 2 deposit account of Pre-Petition Lender at the Bank (“Collection Account”), the Lockboxes and
 3 Remittances (as those terms are defined therein).

4 D. In addition, the Borrowing Debtors’ obligations to the Pre-Petition Lender under or
 5 relating to the Revolving Credit Note are secured, or guaranteed as applicable, by the following: (a)
 6 Stock Pledge Agreement; (b) Collateral Pledge & Security Agreement; (c) Amended and Restated
 7 Continuing Guaranty; (d) Continuing Guaranty; (e) Truckee Deed of Trust; (f) Aptos Deed of Trust;
 8 and (g) Hawaii Mortgage (collectively, and together with the Loan Agreement, Revolving Credit Note
 9 and all other loan documents related thereto, the “Pre-Petition Loan Documents”).

10 E. The Pre-Petition Lender’s security interests in the Pre-Petition Collateral are properly
 11 perfected.

12 F. A first amendment to the Loan Agreement (the “First Amendment”) was executed on
 13 June 22, 2018, which, among other things, modified the revolving credit rate and the revolving credit
 14 termination date, permitted total liquidity to be below \$5,000,000, and waived the Borrowing Debtors’
 15 default.

16 G. A second amendment to the Loan Agreement (the “Second Amendment”) was
 17 executed on November 21, 2018 that, among other things, increased the credit limit to \$35,000,000,
 18 and included a waiver of the Borrowing Debtors’ default.

19 H. On November 21, 2018, as a condition precedent to the effectiveness of the Second
 20 Amendment, the Pre-Petition Lender and Petersendean Hawaii LLC (“PD Hawaii”) executed that
 21 certain *Joinder to Loan Documents* (the “Joinder”) under which PD Hawaii acknowledged and agreed
 22 that it joined in the execution of, and becomes a party to the Loan Agreement, each of the other Pre-
 23 Petition Loan Documents, including without limitation the Revolving Note, First Amendment, and
 24 Second Amendment, and assumed and agreed to perform all applicable duties and obligation of
 25 Borrowing Debtors under the Loan Agreement and the other Pre-Petition Loan Documents, and
 26 pledged to the Pre-Petition Lender, and granted to the Pre-Petition Lender a continuing general lien
 27 upon and security interest in and to the Pre-Petition Collateral.

1 I. A third amendment to the Loan Agreement (the “Third Amendment”) was executed
 2 on October 9, 2019 that, among other things, amended the default rate and modified permitted
 3 investments, indebtedness, and eligible receivables, and permitted total liquidity to be below \$500,000
 4 before ballooning back to \$5,000,000.

5 J. A fourth amendment to the Loan Agreement (the “Fourth Amendment”) was executed
 6 on January 22, 2020 providing, among other things, a forbearance default period through May 22,
 7 2020, modifying permitted indebtedness, liens, and payments, and providing for potential sale of
 8 equity interest.

9 K. By way of the Fourth Amendment, the Borrowing Debtors and the Guarantors
 10 acknowledged and agreed that all of the obligations under the Pre-Petition Loan Documents (including
 11 the Guaranties) owing to Pre-Petition Lender are valid and enforceable and reaffirmed the Pre-Petition
 12 Lender’s liens, security interests, obligations and guaranties.

13 L. As of the June 11, 2020, the amount outstanding under the Revolving Credit Note was
 14 approximately \$28,543,854 excluding legal fees (the “Pre-Petition Obligations”).

15 M. On June 12, 2020 (the “Petition Date”), each of the Borrowing Debtors commenced
 16 their bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code.
 17 Borrowing Debtors continue to operate their businesses as debtors-in-possession pursuant to
 18 Bankruptcy Code sections 1107(a) and 1108. No trustee, examiner, or statutory committee
 19 (“Committee”) has been appointed in these cases.

20 N. On October 30, 2019, the Director of the Department of Industrial Relations for the
 21 State of California (the “Director”) delivered a demand for the Debtor Petersen Dean, Inc. to post
 22 additional collateral in connection with its participation in the Alternative Securities Program for self-
 23 insurance of Workers Compensation Obligations in California. The position of the California Self
 24 Insurer’s Security Fund (“CSISF”), which administers the program, is that the issuance of that notice,
 25 pursuant to the applicable statutes, resulted in a lien in the amount of \$965,941.00 on all of the assets
 26 of the Debtor Petersen Dean, Inc.

27 O. Borrowing Debtors have complied with the requirements of Bankruptcy Rules 2002,
 28 4001(b), and 4001(d), and Local Rules 4001(b), 4001(c) and 9006, requiring, among other things, that

1 a hearing on the Motion (“Hearing”) held on less than fourteen (14) calendar days be noticed by
 2 serving the Motion and providing notice of the Hearing by facsimile or overnight mail to: (i) the
 3 Office of the United States Trustee for the District of Nevada; (ii) counsel to the Pre-Petition Lender;
 4 (iii) counsel for any committee appointed in these cases, and if no committee was appointed, then to
 5 all parties listed on each Borrowing Debtors’ List of Creditors Holding the 20 Largest Unsecured
 6 Claims; and (iv) all other parties requesting notice pursuant to Bankruptcy Rule 2002. Given the
 7 nature of the relief sought in the Motion, the Court concludes that the foregoing notice was sufficient
 8 and adequate under the circumstances and complies with Bankruptcy Rule 4001 in all respects.

9 P. The Borrowing Debtors have an immediate and critical need to use Pre-Petition
 10 Lender’s Cash Collateral in order to, among other things, enable the orderly continuation of their
 11 operations and to administer and preserve the value of their estates. The ability of the Borrowing
 12 Debtors to maintain business relationships with their vendors, suppliers and customers, to pay their
 13 employees and otherwise finance their operations requires the use of Pre-Petition Lender’s Cash
 14 Collateral, the absence of which would immediately and irreparably harm the Borrowing Debtors,
 15 their estates, and parties-in-interest. The Borrowing Debtors do not have sufficient available sources
 16 of working capital and financing to operate their businesses or maintain their properties in the ordinary
 17 course of business without the authorized use of Pre-Petition Lender’s Cash Collateral.

18 Q. Good cause has been shown for immediate entry of this Final Order pursuant to
 19 Bankruptcy Rules 4001(b)(2) and 4001(d), and, to the extent it applies, Bankruptcy Rule 6003, as the
 20 Court finds that entry of this Final Order is necessary to avoid immediate and irreparable harm to
 21 Borrowing Debtors and their estates.

22 R. Entry of this Final Order is in the best interests of Borrowing Debtors, their estates and
 23 creditors.

24 S. Based on the foregoing, and upon the record made before this Court at the Hearing,
 25 and good and sufficient cause appearing therefor:

26 **IT IS ORDERED that:**

27 1. The Motion is granted on a final basis and on the terms and conditions set forth in this
 28 Final Order. This Final Order shall become effective immediately upon its entry.

1 2. From the Petition Date through August 30, 2020[], the Borrowing Debtors shall be
 2 permitted to use the Pre-Petition Lender's Cash Collateral subject to the terms and conditions of this
 3 Final Order and the budget attached hereto as Exhibit 1 ("Approved Budget"). The Borrowing
 4 Debtors shall have no right to use the Pre-Petition Lender's Cash Collateral after the occurrence and
 5 during the continuance of any Event of Default (as hereinafter defined).

6 3. Borrowing Debtors shall abide by the terms of the Loan Agreement, and cause all of
 7 the Pre-Petition Lender's Cash Collateral and post-petition receivables to be deposited into the
 8 Collection Account or delivered to one or more post office lockboxes maintained for Lender by Bank
 9 (each a "Lockbox").

10 4. Borrowing Debtors shall be in, and operate within, strict compliance with the
 11 Approved Budget. Borrowing Debtors shall be deemed to be in such strict compliance with the
 12 Approved Budget as to receipts and disbursements only if and for so long as (i) Borrowing Debtors'
 13 actual cash receipts for each weekly period set forth in the Approved Budget are no less than ninety
 14 percent (90%) of the budgeted cash receipts for the same cumulative weekly period set forth in the
 15 Approved Budget, (ii) Borrowing Debtors' actual expenditures for each line item on the Approved
 16 Budget for the cumulative weekly periods commencing at the end of the second weekly period set
 17 forth in the Approved Budget do not exceed one hundred fifteen (115%) of the budgeted expenditures
 18 for each line item on the Approved Budget for such cumulative weekly periods set forth in the
 19 Approved Budget, and (iii) no expenditures are made to or to or for the benefit of any affiliated non
 20 Borrowing Debtor. The Approved Budget may only be modified with the written consent of the Pre-
 21 Petition Lender and the Borrowing Debtors, without the need for Court approval

22 5. In furtherance of the foregoing and without further approval of this Court, each Debtor
 23 is authorized and empowered to perform all acts and to execute and deliver all instruments and
 24 documents that the Pre-Petition Lender determines to be reasonably required or necessary for such
 25 Debtor's performance of its obligations hereunder.

26 6. No obligation, payment, transfer or grant of security by the Borrowing Debtors under
 27 this Final Order shall be voidable, avoidable, or recoverable under the Bankruptcy Code or under any
 28 applicable non-bankruptcy law (including under sections 502(d), 548, or 549 of the Bankruptcy Code

1 or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act,
 2 Uniform Voidable Transactions Act or similar statute or common law), or subject to any avoidance,
 3 reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable,
 4 contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the
 5 Bankruptcy Code or any applicable law or regulation by any person or entity.

6 7. *Adequate Protection for the Pre-Petition Lender.* As adequate protection under
 7 Bankruptcy Code sections 361, 362, 363, 507, and 552 for any diminution in the value (as it existed
 8 on the Petition Date) of Pre-Petition Lender's interest in the Pre-Petition Collateral, including the Pre-
 9 Petition Lender's Cash Collateral, in an amount equal to the aggregate diminution in value of its
 10 interests in the Pre-Petition Collateral, including any such diminution resulting from the sale, lease,
 11 encumbrance or use by the Borrowing Debtors (or other decline in value) of the Pre-Petition Lender's
 12 Cash Collateral and any other Pre-Petition Collateral during the Interim Period (meaning the period
 13 from the entry of the Interim Order and this Final Order) and thereafter, subject to the Section 12(d)
 14 of the *Interim Order (I) Authorizing Certain Debtors to (A) Obtain Post-Petition DIP Factoring*
 15 *Pursuant to 11 U.S.C. § 363 and 364; (2) Grant Priming Liens and Superiority Claims Pursuant to*
 16 *11 U.S.C. § 364, and (C) Sell Accounts Free and Clear; (II) Modifying the Automatic Stay; (III)*
 17 *Approving Notice; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief (“Interim DIP*
 18 *Order”)) and the corresponding provision in any final order of the Interim DIP Order, and the
 19 imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution in
 20 value, the “Adequate Protection Obligations”), the Pre-Petition Lender shall receive:*

21 (a) *Adequate Protection Liens.* As security for the payment of the Adequate
 22 Protection Obligations, the Pre-Petition Lender is hereby granted (effective and perfected as of the
 23 date of this Final Order and without the necessity of the execution by the Borrowing Debtors of
 24 security agreements, pledge agreements, mortgages, financing statements or other agreements) a
 25 valid, perfected security interest in and lien (the “Adequate Protection Liens”) on all Debtors' personal
 26 property wherever located and whether owned on the Petition Date or thereafter acquired including
 27 all previously unencumbered property and post-petition accounts receivables, and further including,
 28 but not limited to (and specifically including all accessions to, substitutions for and all replacements,

1 products and cash and non-cash proceeds of all of the following): all cash, Money (as defined in
 2 Section 1-201(24) of the UCC), Accessions, Accounts (including without limitation all Receivables),
 3 Certificates of Title, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents,
 4 Equipment, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-Of-
 5 Credit Rights, Causes of Action and rights of Borrowing Debtors and their estates under Sections 542
 6 through 553 of the Bankruptcy Code and Proceeds of all of the foregoing. The Adequate Protection
 7 Liens shall have the same legality, validity, priority, perfection that the Pre-Petition Lender's liens
 8 had on the Petition Date.

9 (b) *Adequate Protection Superiority Claims.* The Adequate Protection Obligations
 10 shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code (the
 11 “Adequate Protection Claims”) that will have a priority in payment over any and all other
 12 administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy
 13 Code, including sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 506(c), 507(b), 546(c),
 14 546(d), 726, 1113 and 1114 of the Bankruptcy Code.

15 (c) *Adequate Protection Payments.* As additional adequate protection to the Pre-
 16 Petition Lender, the Pre-Petition Lender is authorized to retain \$35,000 each day the Bank is open to
 17 conduct regular banking business (“Business Day”) commencing on July 30, 2020 and continuing
 18 each Business Day thereafter to and including August 30, 2020 (the “Adequate Protection Payments”),
 19 from the Collection Account held at the Bank, and the automatic stay hereby is vacated and modified
 20 to the extent necessary to permit the Pre-Petition Lender to retain the Adequate Protection Payments
 21 from the Collection Account at the Bank and apply them against the Pre-Petition Obligations. For the
 22 avoidance of doubt, the payment of Adequate Protection Payments pursuant to this paragraph shall
 23 be without prejudice to the rights of the Pre-Petition Lender to assert claims for payment of additional
 24 interest at any other rates in accordance with the Pre-Petition Loan Documents.

25 (d) *Survival of Adequate Protection.* Except as expressly provided in this Final
 26 Order, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and
 27 remedies of the Pre-Petition Lender granted by this Final Order shall survive, and shall not be
 28 modified, impaired or discharged by (a) the entry of an order converting any of the Chapter 11 Cases
 9

1 to a case under chapter 7 of the Bankruptcy Code or dismissing any of the Chapter 11 Cases, or (b)
 2 the entry of an order confirming a plan of reorganization in any of the Chapter 11 Cases and, pursuant
 3 to section 1141(d)(4) of the Bankruptcy Code, the Borrowing Debtors' waiver of discharge as to any
 4 remaining Adequate Protection Obligations. The terms and provisions of this Final Order shall
 5 continue in these Chapter 11 Cases and in any successor cases, and the Adequate Protection Liens,
 6 the Adequate Protection Obligations, the Adequate Protection Claims, and the other administrative
 7 claims granted pursuant to this Final Order, and all other rights and remedies of the Pre-Petition
 8 Lender granted by this Final Order shall continue in full force and effect until all Adequate Protection
 9 Obligations, if any, are indefeasibly paid in full in cash.

10 8. *Independent Board Member:* Borrowing Debtors' governing board of directors is
 11 currently comprised of James P. Petersen, Tricia Yea Petersen, and independent director Ted Burr.
 12 The Pre-Petition Lender, in its sole discretion, appointed Bradley Scher as an independent board
 13 member (the "Independent Director") to Borrowing Debtors' board of directors. The expense for the
 14 Pre-petition Lender's Independent Director shall be included in the Approved Budget. The Pre-
 15 Petition Lender's Independent Director shall be notified of and have the right to attend all meetings
 16 of directors and be given access to information provided to the other directors and books and records
 17 of the Borrowing Debtors. Mr. Scher's service as Independent Director is a condition to the continued
 18 use of Pre-Petition Lender's Cash Collateral.

19 9. *Control of Cash and Reporting.* Borrowing Debtors' financial advisor Conway
 20 MacKenzie Management Services, LLC ("Conway") shall have sole control over and shall approve
 21 the disbursement of all Borrowing Debtors' cash and transfers of cash or cash equivalents. Conway
 22 shall have exclusive control over all ACH and wire tokens for the Borrowing Debtors' accounts.
 23 Conway shall inform itself as the identity and veracity of each vendor receiving a disbursement to
 24 ensure that such vendor is legitimately receiving an approved transfer and that the transfer is necessary
 25 for the continued operations of Debtors. Conway shall report in writing within twenty-four (24) hours
 26 of any discovery of any operational or accounting irregularities in the Debtor's operations to all
 27 independent board members for immediate action. Such irregularities include, but are not limited to,
 28 Debtors failure to maintain its books and records in compliance with GAAP. Each Wednesday

1 commencing on the first Wednesday following the Hearing, Conway shall deliver a reconciliation
 2 report (“Reconciliation Report”) showing of actual cash receipts and expenditures as compared with
 3 budgeted receipts and expenditures in the Approved Budget for the preceding week to the Pre-Petition
 4 Lenders. The Reconciliation Report shall be certified as accurate by Conway and approved by
 5 independent director Ted Burr. Conway shall also provide the Pre-Petition Lenders with a report of
 6 Debtor’s post-petition accrual of unpaid post-petition expenses.

7 10. *Access to Conway.* The Pre-Petition Lender’s shall have the right to communicate with
 8 Conway regarding the Debtors’ financial situation and business operations, and Conway will provide
 9 the Pre-Petition Lenders requested information and operational information in a manner agreed to by
 10 the Borrowing Debtors and the Pre-Petition Lender or determined by further Court order.

11 11. *Further Budgets.* As additional adequate protection, Conway shall prepare and
 12 provide to the Pre-Petition Lender a budget (the “Wind-Down Budget”) for the “wind-down” of the
 13 Borrowing Debtors’ operations, which Wind-Down Budget shall be created to maximize/optimize the
 14 recovery from the Pre-Petition Collateral, including the Pre-Petition Lender’s Cash Collateral, and
 15 which Wind-Down Budget shall be delivered not less than seven (7) calendar days following entry of
 16 this Final Order. The Wind-Down Budget shall be broken down to show revenue and disbursements
 17 on a by contract by contract (or job by job) basis.

18 12. *Right to Seek Additional Adequate Protection.* The Pre-Petition Lender may request
 19 further or different adequate protection or seek the allowance of adequate protection claims, and the
 20 Borrowing Debtors or any other party in interest may contest any such request (notwithstanding the
 21 terms of this Final Order).

22 13. *Preservation of Rights.* Other than the Adequate Protection Liens, the Adequate
 23 Protection Claims, the DIP Liens and any liens permitted pursuant to the Pre-Petition Loan
 24 Documents, no claim or lien having a priority senior to or pari passu with those granted by this Final
 25 Order to the Pre-Petition Lender shall be granted or allowed while any portion of the Adequate
 26 Protection Obligations remain outstanding, and the Adequate Protection Liens shall not be subject or
 27 junior to any lien or security interest that is avoided and preserved for the benefit of the Borrowing
 28 Debtors’ estates under section 551 of the Bankruptcy Code or subordinated to or made pari passu with

1 any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise.

2 14. *Enforceability of Adequate Protection Obligations.* If any or all of the provisions of
 3 this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification
 4 or vacatur shall not affect (a) the validity, priority or enforceability of any Adequate Protection
 5 Obligations incurred prior to the effective date of such reversal, stay, modification or vacatur or (b)
 6 the validity, priority or enforceability of the Adequate Protection Claims and Adequate Protection
 7 Liens. Notwithstanding any such reversal, stay, modification or vacatur, any use of the Pre-Petition
 8 Lender's Cash Collateral, any Adequate Protection Obligations incurred by the Borrowing Debtors to
 9 the Pre-Petition Lender, as the case may be, prior to the effective date of such reversal, stay,
 10 modification or vacatur shall be governed in all respects by the original provisions of this Final Order,
 11 and the Pre-Petition Lender shall be entitled to all of the rights, remedies, privileges and benefits
 12 granted in section 364(e) of the Bankruptcy Code, this Final Order, the Adequate Protection
 13 Obligations and uses of the Pre-Petition Lender's Cash Collateral.

14 15. *Payments Free and Clear.* Any and all payments or proceeds remitted to the Pre-
 15 Petition Lender pursuant to the provisions of the Final Order shall be received free and clear of any
 16 claim, charge, assessment or other liability.

17 16. *Protection of Pre-Petition Lender's Rights.* Unless the Pre-Petition Lender shall have
 18 provided its prior written consent or all Adequate Protection Obligations have been indefeasibly paid
 19 in full in cash, there shall not be entered in any of these Chapter 11 Cases or any successor cases any
 20 order (including any order confirming any plan of reorganization or liquidation) that authorizes any
 21 of the following: (i) the use of the Pre-Petition Lender's Cash Collateral for any purpose other than as
 22 permitted in this Final Order; (ii) the return of goods pursuant to section 546(h) of the Bankruptcy
 23 Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any
 24 Debtor or any creditor's taking any setoff against any of its prepetition indebtedness based upon any
 25 such return of goods pursuant to section 553 of the Bankruptcy Code or otherwise; or (iii) any
 26 modification of any of the Pre-Petition Lender's rights under this Final Order or the Pre-Petition Loan
 27 Documents with respect any Prepetition Obligations.

28 ///

1 17. *Preservation of Priorities of Mechanics' Liens.* No term in this Final Order shall be
 2 deemed or construed to change or otherwise modify the prepetition priorities of prepetition claims
 3 and pre and post-petition mechanics, materialmen, or supplier liens, stop payment notice claims,
 4 except as to purchased accounts under the DIP Factoring Agreement, or payment bond claims , of
 5 objecting creditors American Builders & Contractors Supply Co., Inc., D/B/A ABC Supply Co., Inc.
 6 (“ABC”) and Beacon Sales Acquisition, Inc. (“Beacon”), Independent Electric Supply Inc. (“IES”),
 7 and OneSource Distributors, LLC (“OSD”), Silfab Solar USA, Inc. (“Silfab”) and Durable Structures,
 8 LTD (“Durable”) and collectively with ABC, Beacon, IES, OSD and Silfab, “Objecting Creditors”
 9 and such claims and liens, collectively, the “Objecting Creditors’ Claims and Liens”) to the extent the
 10 Objecting Claims and Liens are valid, enforceable, and non-avoidable and perfected (or may be
 11 perfected pursuant to applicable non-bankruptcy law), including as permitted by section 546(b) of the
 12 Bankruptcy Code, and no term in this Final Order, including the granting of adequate protection liens,
 13 shall be deemed to have changed or modified the Objecting Creditors’ Claims and Liens, all of which
 14 are hereby expressly preserved. All of Objecting Creditors’ rights to seek adequate protection and
 15 related relief in the future, are reserved. No term in this Final Order shall be deemed or construed to
 16 change or otherwise modify the rights of Objecting Creditors as to property which is not part of the
 17 within estate under section 541 of the Bankruptcy Code.

18 18. *Rights Preserved.* Notwithstanding anything herein to the contrary, the entry of this
 19 Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a)
 20 the Pre-Petition Lender’s right to seek any other or supplemental relief in respect of the Borrowing
 21 Debtors; (b) any of the rights of the Pre-Petition Lender’s under the Bankruptcy Code or under non-
 22 bankruptcy law, including, without limitation, the right, to (i) request modification of the automatic
 23 stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or
 24 successor cases, conversion of any of the Chapter 11 Cases to cases under Chapter 7, or appointment
 25 of a Chapter 11 trustee or examiner with expanded powers, or (iii) propose a chapter 11 plan or plans;
 26 or (c) any other rights, claims or privileges (whether legal, equitable or otherwise) of the Pre-Petition
 27 Lender. To the extent not inconsistent with the terms of this Final Order, the entry of this Final Order
 28 is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the Borrowing
 13

1 Debtors' rights to seek any other or supplemental relief in respect of the Pre-Petition Lender; (b) any
 2 of the rights of the Borrowing Debtors under the Bankruptcy Code or under non-bankruptcy law,
 3 including, without limitation, the right to propose a chapter 11 plan or plans; or (c) any other rights,
 4 claims or privileges (whether legal, equitable or otherwise) of the Borrowing Debtors.

5 19. *No Waiver.* The failure of the Pre-Petition Lender to seek relief or otherwise exercise
 6 their rights and remedies under this Final Order, the Pre-Petition Loan Documents, or otherwise, as
 7 applicable, shall not constitute a waiver of any of the Pre-Petition Lender's rights hereunder,
 8 thereunder, or otherwise. Except as expressly provided herein, the entry of this Final Order is without
 9 prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair any of
 10 the rights, claims, privileges, objections, defenses or remedies of the Pre-Petition Lender under the
 11 Bankruptcy Code or under non-bankruptcy law against any other person or entity in any court. Except
 12 to the extent otherwise expressly provided in this Final Order or by law, neither the commencement
 13 of the Chapter 11 Cases nor the entry of this Final Order shall limit or otherwise modify the rights
 14 and remedies of the Pre-Petition Lender with respect to any affiliated non-Borrowing Debtor entities
 15 or their respective assets, whether such rights and remedies arise under the Pre-Petition Loan
 16 Documents, applicable law, or equity.

17 20. *Right to Credit Bid.* The Pre-Petition Lender's credit bid rights under section 363(k)
 18 under any auction/sale and under any plan of reorganization shall be preserved and not be impaired
 19 or limited by Court order in the event of a sale of all or any of the Pre-Petition Collateral or collateral
 20 secured by any liens granted in this Final Order.

21 21. *Limitation on Charging Expenses against Collateral.* No costs or expenses of
 22 administration of the Chapter 11 Cases incurred or shall be charged against or recovered from the Pre-
 23 Petition Lender, or any of its respective claims, or the Pre-Petition Collateral, as the case may be,
 24 pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior
 25 written consent of the Pre-Petition Lender, and no such consent shall be implied from any other action
 26 or inaction by the Pre-Petition Lender.

27 22. *Limitations under Section 552(b) of the Bankruptcy Code.* Subject to the entry of the
 28 this Final Order for any Adequate Protection Obligations, the Pre-Petition Lender shall be entitled to

1 all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case”
 2 exception under section 552(b) of the Bankruptcy Code shall not apply to the Pre-Petition Lender with
 3 respect to (a) proceeds, products, or offspring of any of the Pre-Petition Collateral or (b) the extension
 4 of the Adequate Protection Liens to the proceeds, products or offspring of the Prepetition Collateral.

5 23. Borrowing Debtors shall be authorized to use the Pre-Petition Lender’s Cash Collateral
 6 through the earliest of (a) August 30, 2020 , or as otherwise agreed to in writing by Borrowing Debtors
 7 and the Pre-Petition Lender (for which no Court approval will be required), (b) the date any chapter
 8 11 plan confirmed in the Chapter 11 Cases becomes effective, or (c) the occurrence of an Event of
 9 Default (as hereinafter defined) that is no longer subject to cure (each, a “Termination Date”).

10 24. *Events of Default.* Upon written notice from the Pre-Petition Lender, any of the
 11 following shall be an event of default (each an “Event of Default”): (i) appointment of a chapter 11
 12 trustee with respect to the Chapter 11 Cases; (ii) appointment of an examiner with expanded powers
 13 with respect to the Chapter 11 Cases; (iii) conversion of the Chapter 11 Cases to a case under chapter
 14 7 of the Bankruptcy Code; (iv) dismissal of the Chapter 11 Cases; (v) the Bankruptcy Court
 15 terminating the Borrowing Debtors’ authority to operate their businesses; (vi) Debtors’ failure to be
 16 in and operate within strict compliance with the Approved Budget in accordance with Section 4 of
 17 this Final Order, (vii) Any use of Pre-Petition Lender’s Cash Collateral to make a payment that is not
 18 in strict compliance with the Approved Budget in accordance with Section 4 of this Final Order to or
 19 for the benefit of affiliated non-Borrowing Debtor or its creditors; (viii) Borrowing Debtors’ failure
 20 to (a) instruct all Account Debtors to forward all payments of Receivables by check to the Lockbox
 21 and instruct all Account Debtors paying Receivables by wire transfer or other electronic payment to
 22 make such payments to the “Blocked Account” (as those terms are defined in the Loan Agreement),
 23 (b) deliver all proceeds of Pre-Petition Collateral, including cash, checks, drafts, notes, acceptances
 24 or other forms of payment, and whether Proceeds of Receivables, Inventory, insurance claims or other
 25 otherwise, in Borrowing Debtors’ possession to the Blocked Account immediately after receipt, in
 26 precisely the form received (except for the endorsement or assignment of Borrower where necessary)
 27 (as those terms are defined in the Loan Agreement), or (c) cause Persons processing or collecting any
 28 credit card payments or Proceeds of Receivables on behalf of Borrowing Debtors’ to deliver such

1 payments or Proceeds to the Blocked Account promptly, but not less frequently than once every week,
 2 as required by Section 2.6 of the Loan Agreement, or (ix) breach by any of the Borrowing Debtors of
 3 any other stipulation, agreement or provision of this Final Order, and, with respect only to
 4 subparagraphs (vi) through (ix) of this **Section 23**, such breach remains uncured for a period of two
 5 (2) Business Days after written notice of such default has been provided by electronic mail (or other
 6 electronic means) to counsel to the Borrowing Debtors, counsel to a Committee (if appointed), and
 7 the U.S. Trustee.

8 25. *Rights and Remedies Upon Event of Default.* Immediately upon the occurrence and
 9 during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the
 10 Bankruptcy Code, without any application, motion or notice to, hearing before, or order from the
 11 Court, but subject to the terms of this Final Order, the Pre-Petition Lender may declare (any such
 12 declaration shall be referred to herein as a “Termination Declaration”) a termination, reduction or
 13 restriction on the ability of the Borrowing Debtors to use the Pre-Petition Lender’s Cash Collateral
 14 The Termination Declaration shall not be effective until notice has been provided by electronic mail
 15 (or other electronic means) to counsel to the Borrowing Debtors, counsel to a Committee (if
 16 appointed), and the U.S. Trustee. The automatic stay in the Chapter 11 Cases otherwise applicable to
 17 the Pre-Petition Lender is hereby modified so that two (2) Business Days after the date a Termination
 18 Declaration is delivered (the “Remedies Notice Period”) the Pre-Petition Lender shall be entitled to
 19 exercise its rights and remedies to the extent available in accordance with the Pre-Petition Loan
 20 Documents and this Final Order with respect to the Borrowing Debtors’ use of the Pre-Petition
 21 Lender’s Cash Collateral. During the Remedies Notice Period, the Borrowing Debtors, the
 22 Committee (if appointed) and/or any party in interest shall be entitled to seek an emergency hearing
 23 within the Remedies Notice Period with the Court for the sole purpose of contesting whether an Event
 24 of Default has occurred or is continuing. Except as otherwise ordered by the Court prior to the
 25 expiration of the Remedies Notice Period, after the Remedies Notice Period, the Borrowing Debtors
 26 shall waive their right to and shall not be entitled to seek relief, including, without limitation, under
 27 section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the
 28 rights and remedies of the Pre-Petition Lender under this Final Order. Unless the Court has

1 determined that an Event of Default has not occurred and/or is not continuing or the Court orders
 2 otherwise, the automatic stay, as to the Pre-Petition Lender (solely with respect to the use of the Pre-
 3 Petition Lender's Cash Collateral to the extent permitted hereunder) shall automatically be terminated
 4 at the end of the Remedies Notice Period without further notice or order. Upon expiration of the
 5 Remedies Notice Period, the Pre-Petition Lender shall be permitted to exercise all remedies set forth
 6 herein, and as otherwise available at law without further order of or application or motion to this Court
 7 consistent with this Final Order; provided, that the Pre-Petition Lender shall be permitted to exercise
 8 remedies to the extent available solely with respect to the Borrowing Debtors' use of the Pre-Petition
 9 Lender's Cash Collateral.

10 26. The Pre-Petition Collateral, including, without limitation, the Adequate Protection
 11 Liens and the Adequate Protection Claims, shall be subject to a carve-out (the "Carve-Out"), for (i)
 12 all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States
 13 Trustee pursuant to 28 § U.S.C. 1930, and (ii) only to the extent the amounts are not available under
 14 the Approved Budget from other property of the estate that is not avail, an amount not exceeding
 15 Three Hundred Thousand Dollars (\$300,000) in the aggregate, which amount may be used after the
 16 occurrence and during the continuation of an Event of Default, to pay the fees and expenses of
 17 professionals retained by Borrowing Debtors and any Committee and allowed (or allowable) by the
 18 Bankruptcy Court; provided, however, that (x) Borrowing Debtors shall be permitted to pay
 19 compensation and reimbursement of expenses allowed, allowable or otherwise authorized by the
 20 Bankruptcy Court and payable under Bankruptcy Code sections 330 and 331 in accordance with the
 21 Approved Budget; and (y) the Carve-Out shall not be reduced by the amount of any compensation
 22 and reimbursement of expenses paid or incurred (to the extent ultimately allowed or allowable by the
 23 Bankruptcy Court) prior to the occurrence of an Event of Default in respect of which the Carve-Out
 24 is invoked; and provided, further, that nothing herein shall be construed to impair the ability of the
 25 Pre-Petition Lender to object to the reasonableness of any of the fees, expenses, reimbursement or
 26 compensation sought by the professionals retained by Borrowing Debtors or any statutory committee.

27 27. The Pre-Petition Lender shall not be required to file or serve financing statements,
 28 notices of lien or similar instruments that otherwise may be required under federal or state law in any

1 jurisdiction, or take any action, including taking possession, to validate and perfect the replacement
 2 liens; and the failure by Borrowing Debtors to execute any documentation relating to the replacement
 3 liens shall in no way affect the validity, perfection or priority of such replacement liens.

4 28. Notwithstanding an Event of Default, any amounts that have been disbursed in
 5 accordance with the Approved Budget shall not be subject to disgorgement in favor of the Pre-Petition
 6 Lender.

7 29. The Borrowing Debtors shall use its commercially reasonable best efforts to cause the
 8 owner-builders (customers) to pay directly for the Borrowing Debtors' post-petition
 9 materials/supplies purchased during the Final Period, with such written reporting as the Pre-Petition
 10 Lender may request, and if a supplier or owner builder is unwilling to directly pay or accept or finance
 11 such direct purchase for such post-petition materials/supplies, then the Borrowing Debtors and the
 12 Pre-Petition Lender will negotiate with the Borrowing Debtors to put a joint check process in place
 13 with such Borrowing Debtors' suppliers to provide post-petition acquisitions on terms agreed to by
 14 the Borrowing Debtors and the Pre-Petition Lender or if necessary, as determined by the Court after
 15 notice and a hearing.

16 30. All rights of the Director as of the Petition Date are hereby reserved.

17 31. No term in this Final Order shall be deemed to have changed or modified those
 18 liens of LEAF Capital Funding, LLC as to certain licenses for enterprise software from Microsoft
 19 described by Microsoft Part Numbers (a) 7R7-00002, Quantity of 60, (b) AAA-10758, Quantity of
 20 454, (c) T6A-00024, Quantity of 90 and (d) AAA-10842, Quantity of 360, including all parts,
 21 accessories, accessions and attachments thereto, and all replacements, substitutions and exchanges
 22 (including trade-ins) (collectively the "LEAF Collateral"), to the extent those liens and setoff rights
 23 are valid, enforceable, non-avoidable and perfected, including as permitted by section 546(b) of the
 24 Bankruptcy Code, all of which are expressly reserved. Nothing contained in this Final Order shall
 25 operate to prime LEAF's liens on the LEAF Collateral or alter the priority of LEAF's liens on the
 26 LEAF Collateral. LEAF's rights to seek adequate protection and related relief in the future are
 27 reserved. No term in this Final Order shall be deemed a waiver of the claims of Silfab, Durable, OES
 28 or IES, as they existed as of the Petition Date, for reclamation of goods under Uniform Commercial
 18

1 Code section 2-702, to the extent those claims are valid, enforceable, non-avoidable and perfected,
 2 including as permitted by section 546(b) of the Bankruptcy Code, all of which claims are expressly
 3 reserved.

4 32. *Vendors' Reservation of Right.* Nothing in this Final Order shall prejudice the rights
 5 of Borrowing Debtors' vendors to assert that funds payable on Borrowing Debtors' projects are not
 6 property of Borrowing Debtors' estates pursuant to applicable non-bankruptcy law.

7 33. Nothing in this Final Order shall prejudice the rights of Borrowing Debtors' creditors
 8 who properly asserted their reclamation rights under section 546(c) of the Bankruptcy Code.

9 34. *Survival.* The Pre-Petition Lender's rights and remedies under this Final Order shall
 10 survive the Termination Date.

11 35. To the extent applicable, this Final Order is not subject to the 14-day stay provision of
 12 Bankruptcy Rules 4001(a)(3) or 6003.

13 DATED: July 31, 2020

14 Prepared and respectfully submitted by:

15 **FOX ROTHSCHILD LLP**

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9 **SHEA LARSON**

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CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- The Court has waived the requirement of approval in LR 9021(b)(1).
- No party appeared at the hearing or filed an objection to the motion
- I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

Edward M. McDonald, Jr.
Trial Attorney
Office of the United States Trustee

Approved / Disapproved

Cathrine M. Castaldi, Esq.
Max D. Schlan, Esq.
BROWN RUDNICK LLP

Approved / Disapproved

Samuel A. Schwartz, Esq.
SCHWARTZ LAW, PLLC
*[Proposed] Counsel of The Official
Committee of Unsecured Creditors*

William M. Noall, Esq.
GARMAN TURNER GORDON
Counsel for ACF FinCo I LP

Approved / Disapproved

Pamela (Pam) J. Scholefield, Esq.,
SCHOLEFIELD, P.C.

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LEVINSON ARSHONSKY &
KURTZ, LLP
Counsel for LS DE LLC and LSQ

Approved / Disapproved

1 *Funding Group, LC*

2 Matthew C. Zirzow, Esq. Approved / Disapproved

3 LARSON & ZIRZOW

4 *Counsel for American Builders &*
4 *Contractors Supply Co., Inc., dba*
4 *ABS Supply Co., Inc.*

5 Stephen A. Metz, Esq. Approved / Disapproved

6 OFFIT KURMAN, P.A.

7 *Counsel for Beacon Sales*
7 *Acquisition, Inc.*

8 James Patrick Shea, Esq. Approved / Disapproved

9 SHEA LARSON

10 *Counsel for Silfab Solar USA Inc.*

11 Amanda M. Perach, Esq. Approved / Disapproved

12 MCDONALD CARANO

12 *Counsel for Leaf Capital Funding,*
12 *LLC*

13 I certify that this is a case under Chapter 7 or 13, that I have served a
 14 copy of this order with the motion pursuant to LR 9014(g), and that no
 14 party has objected to the form or content of the order.

15 # # #

EXHIBIT 1

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FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
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(702) 262-6899
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Notes

1. Book cash balances subject to material change as new information and/or access to bank accounts become available
2. Actual amounts per Company books and records as of 7/17/20. Additionally, there is a ~\$15M adjustment being contemplated to reduce A/R by consumer and uncollectible amounts
3. Forecast amounts according to management's estimates
4. Restructuring fees and expenses and Adequate Protection Payments are not included in the draft 13-week forecast period. The Debtors' restructuring professionals have submitted projections for such fees and these will be finalized pursuant to negotiation with the DIP Lender, Secured Party, and other professionals in the case prior to the final hearing to approve the DIP financing

PRELIMINARY DRAFT - SUBJECT TO CHANGE

CF Week Week Ending	Forecast 1 7/31/2020	Forecast 2 8/7/2020	Forecast 3 8/14/2020	Forecast 4 8/21/2020	Forecast 5 8/28/2020	Forecast 6 9/4/2020	Forecast 7 9/11/2020	Forecast 8 9/18/2020	Forecast 9 9/25/2020	Forecast 10 10/2/2020	Forecast 11 10/9/2020	Forecast 12 10/16/2020	Forecast 13 10/23/2020	Forecast 14 10/30/2020	Forecast 15 11/6/2020	Forecast 16 11/13/2020	Forecast 17 11/20/2020	Forecast 18 11/27/2020	Forecast 19 12/4/2020	Forecast 20 12/11/2020	Forecast 21 12/18/2020	Forecast 22 12/25/2020	Forecast 23 1/1/2021	Forecast 24 1/8/2021	Forecast 25 1/15/2021	Forecast 26 1/22/2021	Forecast 27 1/29/2021	Forecast 28 2/5/2021	Forecast 29 2/12/2021	Forecast 30 2/19/2021	Forecast 31 2/26/2021	Forecast 32 3/5/2021	Forecast 33 3/12/2021	Forecast 34 3/19/2021	Forecast 35 3/26/2021	Forecast 36 4/2/2021	Forecast 37 4/9/2021	Forecast 38 4/16/2021	Forecast 39 4/23/2021	Forecast 40 5/7/2021	Forecast 41 5/14/2021	Forecast 42 5/21/2021	Forecast 43 5/28/2021	Forecast 44 6/4/2021	Forecast 45 6/11/2021	Forecast 46 6/18/2021	Forecast 47 6/25/2021	Forecast 48 7/2/2021	Forecast 49 7/9/2021	Forecast 50 7/16/2021	Forecast 51 7/23/2021	Forecast 52 7/30/2021	Forecast 53 8/6/2021	Forecast 54 8/13/2021	Forecast 55 8/20/2021	Forecast 56 8/27/2021	Forecast 57 9/3/2021	Forecast 58 9/10/2021	Forecast 59 9/17/2021	Forecast 60 9/24/2021	Forecast 61 10/1/2021	Forecast 62 10/8/2021	Forecast 63 10/15/2021	Forecast 64 10/22/2021	Forecast 65 10/29/2021	Forecast 66 11/5/2021	Forecast 67 11/12/2021	Forecast 68 11/19/2021	Forecast 69 11/26/2021	Forecast 70 12/3/2021	Forecast 71 12/10/2021	Forecast 72 12/17/2021	Forecast 73 12/24/2021	Forecast 74 1/7/2022	Forecast 75 1/14/2022	Forecast 76 1/21/2022	Forecast 77 1/28/2022	Forecast 78 2/4/2022	Forecast 79 2/11/2022	Forecast 80 2/18/2022	Forecast 81 2/25/2022	Forecast 82 3/4/2022	Forecast 83 3/11/2022	Forecast 84 3/18/2022	Forecast 85 3/25/2022	Forecast 86 4/1/2022	Forecast 87 4/8/2022	Forecast 88 4/15/2022	Forecast 89 4/22/2022	Forecast 90 4/29/2022	Forecast 91 5/6/2022	Forecast 92 5/13/2022	Forecast 93 5/20/2022	Forecast 94 5/27/2022	Forecast 95 6/3/2022	Forecast 96 6/10/2022	Forecast 97 6/17/2022	Forecast 98 6/24/2022	Forecast 99 7/1/2022	Forecast 100 7/8/2022	Forecast 101 7/15/2022	Forecast 102 7/22/2022	Forecast 103 7/29/2022	Forecast 104 8/5/2022	Forecast 105 8/12/2022	Forecast 106 8/19/2022	Forecast 107 8/26/2022	Forecast 108 9/2/2022	Forecast 109 9/9/2022	Forecast 110 9/16/2022	Forecast 111 9/23/2022	Forecast 112 9/30/2022	Forecast 113 10/7/2022	Forecast 114 10/14/2022	Forecast 115 10/21/2022	Forecast 116 10/28/2022	Forecast 117 11/4/2022	Forecast 118 11/11/2022	Forecast 119 11/18/2022	Forecast 120 11/25/2022	Forecast 121 12/2/2022	Forecast 122 12/9/2022	Forecast 123 12/16/2022	Forecast 124 12/23/2022	Forecast 125 12/30/2022	Forecast 126 1/6/2023	Forecast 127 1/13/2023	Forecast 128 1/20/2023	Forecast 129 1/27/2023	Forecast 130 2/3/2023	Forecast 131 2/10/2023	Forecast 132 2/17/2023	Forecast 133 2/24/2023	Forecast 134 3/3/2023	Forecast 135 3/10/2023	Forecast 136 3/17/2023	Forecast 137 3/24/2023	Forecast 138 4/7/2023	Forecast 139 4/14/2023	Forecast 140 4/21/2023	Forecast 141 4/28/2023	Forecast 142 5/5/2023	Forecast 143 5/12/2023	Forecast 144 5/19/2023	Forecast 145 5/26/2023	Forecast 146 6/2/2023	Forecast 147 6/9/2023	Forecast 148 6/16/2023	Forecast 149 6/23/2023	Forecast 150 6/30/2023	Forecast 151 7/7/2023	Forecast 152 7/14/2023	Forecast 153 7/21/2023	Forecast 154 7/28/2023	Forecast 155 8/4/2023	Forecast 156 8/11/2023	Forecast 157 8/18/2023	Forecast 158 8/25/2023	Forecast 159 9/1/2023	Forecast 160 9/8/2023	Forecast 161 9/15/2023	Forecast 162 9/22/2023	Forecast 163 9/29/2023	Forecast 164 10/6/2023	Forecast 165 10/13/2023	Forecast 166 10/20/2023	Forecast 167 10/27/2023	Forecast 168 11/3/2023	Forecast 169 11/10/2023	Forecast 170 11/17/2023	Forecast 171 11/24/2023	Forecast 172 12/1/2023	Forecast 173 12/8/2023	Forecast 174 12/15/2023	Forecast 175 12/22/2023	Forecast 176 12/29/2023	Forecast 177 1/5/2024	Forecast 178 1/12/2024	Forecast 179 1/19/2024	Forecast 180 1/26/2024	Forecast 181 2/2/2024	Forecast 182 2/9/2024	Forecast 183 2/16/2024	Forecast 184 2/23/2024	Forecast 185 3/2/2024	Forecast 186 3/9/2024	Forecast 187 3/16/2024	Forecast 188 3/23/2024	Forecast 189 3/30/2024	Forecast 190 4/6/2024	Forecast 191 4/13/2024	Forecast 192 4/20/2024	Forecast 193 4/27/2024	Forecast 194 5/4/2024	Forecast 195 5/11/2024	Forecast 196 5/18/2024	Forecast 197 5/25/2024	Forecast 198 6/1/2024	Forecast 199 6/8/2024	Forecast 200 6/15/2024	Forecast 201 6/22/2024	Forecast 202 6/29/2024	Forecast 203 7/6/2024	Forecast 204 7/13/2024	Forecast 205 7/20/2024	Forecast 206 7/27/2024	Forecast 207 8/3/2024	Forecast 208 8/10/2024	Forecast 209 8/17/2024	Forecast 210 8/24/2024	Forecast 211 8/31/2024	Forecast 212 9/7/2024	Forecast 213 9/14/2024	Forecast 214 9/21/2024	Forecast 215 9/28/2024	Forecast 216 10/5/2024	Forecast 217 10/12/2024	Forecast 218 10/19/2024	Forecast 219 10/26/2024	Forecast 220 11/2/2024	Forecast 221 11/9/2024	Forecast 222 11/16/2024	Forecast 223 11/23/2024	Forecast 224 11/30/2024	Forecast 225 12/7/2024	Forecast 226 12/14/2024	Forecast 227 12/21/2024	Forecast 228 12/28/2024	Forecast 229 1/4/2025	Forecast 230 1/11/2025	Forecast 231 1/18/2025	Forecast 232 1/25/2025	Forecast 233 2/1/2025	Forecast 234 2/8/2025	Forecast 235 2/15/2025	Forecast 236 2/22/2025	Forecast 237 2/29/2025	Forecast 238 3/5/2025	Forecast 239 3/12/2025	Forecast 240 3/19/2025	Forecast 241 3/26/2025	Forecast 242 4/2/2025	Forecast 243 4/9/2025	Forecast 244 4/16/2025	Forecast 245 4/23/2025	Forecast 246 4/30/2025	Forecast 247 5/7/2025	Forecast 248 5/14/2025	Forecast 249 5/21/2025	Forecast 250 5/28/2025	Forecast 251 6/4/2025	Forecast 252 6/11/2025	Forecast 253 6/18/2025	Forecast 254 6/25/2025	Forecast 255 7/2/2025	Forecast 256 7/9/2025	Forecast 257 7/16/2025	Forecast 258 7/23/2025	Forecast 259 7/30/2025	Forecast 260 8/6/2025	Forecast 261 8/13/2025	Forecast 262 8/20/2025	Forecast 263 8/27/2025	Forecast 264 9/3/2025	Forecast 265 9/10/2025	Forecast 266 9/17/2025	Forecast 267 9/24/2025	Forecast 268 10/1/2025	Forecast 269 10/8/2025	Forecast 270 10/15/2025	Forecast 271 10/22/2025	Forecast 272 10/29/2025	Forecast 273 11/5/2025	Forecast 274 11/12/2025	Forecast 275 11/19/2025	Forecast 276 11/26/2025	Forecast 277 12/3/2025	Forecast 278 12/10/2025	Forecast 279 12/17/2025	Forecast 280 12/24/2025	Forecast 281 1/7/2026	Forecast 282 1/14/2026	Forecast 283 1/21/2026	Forecast 284 1/28/2026	Forecast 285 2/4/2026	Forecast 286 2/11/2026	Forecast 287 2/18/2026	Forecast 288 2/25/2026	Forecast 289 3/1/2026	Forecast 290 3/8/2026	Forecast 291 3/15/2026	Forecast 292 3/22/2026	Forecast 293 3/29/2026	Forecast 294 4/5/2026	Forecast 295 4/12/2026	Forecast 296 4/19/2026	Forecast 297 4/26/2026	Forecast 298 5/3/2026	Forecast 299 5/10/2026	Forecast 300 5/17/2026	Forecast 301 5/24/2026	Forecast 302 5/31/2026	Forecast 303 6/7/2026	Forecast 304 6/14/2026	Forecast 305 6/21/2026	Forecast 306 6/28/2026	Forecast 307 7/5/2026	Forecast 308 7/12/2026	Forecast 309 7/19/2026	Forecast 310 7/26/2026	Forecast 311 8/2/2026	Forecast 312 8/9/2026	Forecast 313 8/16/2026	Forecast 314 8/23/2026	Forecast 315 8/30/2026	Forecast 316 9/6/2026	Forecast 317 9/13/2026	Forecast 318 9/20/2026	Forecast 319 9/27/2026	Forecast 320 10/4/2026	Forecast 321 10/11/2026	Forecast 322 10/18/2026	Forecast 323 10/25/2026	Forecast 324 11/1/2026	Forecast 325 11/8/2026	Forecast 326 11/15/2026	Forecast 327 11/22/2026	Forecast 328 11/29/2026	Forecast 329 12/6/2026	Forecast 330 12/13/2026	Forecast 331 12/20/2026	Forecast 332 12/27/2026	Forecast 333 1/3/2027	Forecast 334 1/10/2027	Forecast 335 1/17/2027	Forecast 336 1/24/2027	Forecast 337 1/31/2027	Forecast 338 2/7/2027	Forecast 339 2/14/2027	Forecast 340 2/21/2027	Forecast 341 2/28/2027	Forecast 342 3/5/2027	Forecast 343 3/12/2027	Forecast 344 3/19/2027	Forecast 345 3/26/2027	Forecast 346 4/2/2027	Forecast 347 4/9/2027	Forecast 348 4/16/2027	Forecast 349 4/23/2027	Forecast 350 4/30/2027	Forecast 351 5/7/2027	Forecast 352 5/14/2027	Forecast 353 5/21/2027	Forecast 354 5/28/2027	Forecast 355 6/4/2027	Forecast 356 6/11/2027	Forecast 357 6/18/2027	Forecast 358 6/25/2027	Forecast 359 7/2/2027	Forecast 360 7/9/2027	Forecast 361 7/16/2027	Forecast 362 7/23/2027	Forecast 363 7/30/2027	Forecast 364 8/6/2027	Forecast 365 8/13/2027	Forecast 366 8/20/2027	Forecast 367 8/27/2027	Forecast 368 9/3/2027	Forecast 369 9/10/2027	Forecast 370 9/17/2027	Forecast 371 9/24/2027	Forecast 372 9/31/2027	Forecast 373 10/8/2027	Forecast 374 10/15/2027	Forecast 375 10/22/2027	Forecast 376 10/29/2027	Forecast 377 11/5/2027	Forecast 378 11/12/2027	Forecast 379 11/19/2027	Forecast 380 11/26/2027	Forecast 381 12/3/2027	Forecast 382 12/10/2027	Forecast 383 12/17/2027	Forecast 384 12/24/2027	Forecast 385 1/7/2028	Forecast 386 1/14/2028	Forecast 387 1/21/2028	Forecast 388 1/28/2028	Forecast 389 2/4/2028	Forecast 390 2/11/2028	Forecast 391 2/18/2028	Forecast 392 2/25/2028	Forecast 393 3/1/2028	Forecast 394 3/8/2028	Forecast 395 3/15/2028	Forecast 396 3/22/2028	Forecast 397 3/29/2028	Forecast 398 4/5/2028	Forecast 399 4/12/2028	Forecast 400 4/19/2028	Forecast 401 4/26/2028	Forecast 402 5/3/2028	Forecast 403 5/10/2028	Forecast 404 5/17/2028	Forecast 405 5/24/2028	Forecast 406 5/31/2028	Forecast 407 6/7/2028	Forecast 408 6/14/2028	Forecast 409 6/21/2028	Forecast 410 6/28/2028	Forecast 411 7/5/2028	Forecast 412 7/12/2028	Forecast 413 7/19/2028	Forecast 414 7/26/2028	Forecast 415 8/2/2028	Forecast 416 8/9/2028	Forecast 417 8/16/2028	Forecast 418 8/23/2028	Forecast 419 8/30/2028	Forecast 420 9/6/2028	Forecast 421 9/13/2028	Forecast 422 9/20/2028	Forecast 423 9/27/2028	Forecast 424 10/4/2028	Forecast 425 10/11/2028	Forecast 426 10/18/2028	Forecast 427 10/25/2028	Forecast 428 11/1/2028	Forecast 429 11/8/2028	Forecast 430 11/15/2028	Forecast 431 11/22/2028	Forecast 432 11/29/2028	Forecast 433 12/6/2028	Forecast 434 12/13/2028	Forecast 435 12/20/2028	Forecast 436 12/27/2028	Forecast 437 1/3/2029	Forecast 438 1/10/2029	Forecast 439 1/17/2029	Forecast 440 1/24/2029	Forecast 441 1/31/2029	Forecast 442 2/7/2029	Forecast 443 2/14/2029	Forecast 444 2/21/2029	Forecast 445 2/28/2029	Forecast 446 3/5/2029	Forecast 447 3/12/2029	Forecast 448 3/19/2029	Forecast 449 3/26/2029	Forecast 450 4/2/2029	Forecast 451 4/9/2029	Forecast 452 4/16/2029	Forecast 453 4/23/2029	Forecast 454 4/30/2029	Forecast 455 5/7/2029	Forecast 456 5/14/2029	Forecast 457 5/21/2029	Forecast 458 5/28/2029	Forecast 459 6/4/2029	Forecast 460 6/11/2029	Forecast 461 6/18/2029	Forecast 462 6/25/2029	Forecast 463 7/2/2029	Forecast 464 7/9/2029	Forecast 465 7/16/2029	Forecast 466 7/23/2029	Forecast 467 7/30/2029	Forecast 468 8/6/2029	Forecast 469 8/13/2029	Forecast 470 8/20/2029	Forecast 471 8/27/2029	Forecast 472 9/3/2029	Forecast 473 9/10/2029	Forecast 474 9/17/2029	Forecast 475 9/24/2029	Forecast 476 9/31/2029	Forecast 477 10/8/2029	Forecast 478 10/15/2029	Forecast 479 10/22/2029	Forecast 480 10/29/2029	Forecast 481 11/5/2029	Forecast 482 11/12/2029	Forecast 483 11/19/2029	Forecast 484 11/26/2029	Forecast 485 12/3/2029	Forecast 486 12/10/2029	Forecast 487 12/17/2029	Forecast 488 12/24/2029	Forecast 489 1/7/2030	Forecast 490 1/14/2030	Forecast 491 1/21/2030	Forecast 492 1/28/2030	Forecast 493 2/4/2030	Forecast 494 2/11/2030	Forecast 495 2/18/2030	Forecast 496 2/25/2030	Forecast 497 3/3/2030	Forecast 498 3/10/2030	Forecast 499 3/17/2030	Forecast 500 3/24/2030	Forecast 501 3/31/2030	Forecast 502 4/7/2030	Forecast 503 4/14/2030	Forecast 504 4/21/2030	Forecast 505 4/28/2030	Forecast 506 5/5/2030	Forecast 507 5/12/2030	Forecast 508 5/19/2030	Forecast 509 5/26/2030	Forecast 510 6/2/2030	Forecast 511 6/9/2030	Forecast 512 6/16/2030	Forecast 513 6/23/20